



**COWICHAN ESTUARY ENVIRONMENTAL MANAGEMENT PLAN
COMMITTEE MEETING**

MONDAY, APRIL 27TH, 2015 AT 1:30 P.M.

**COWICHAN VALLEY REGIONAL DISTRICT BOARD ROOM
175 INGRAM STREET, DUNCAN, BC**

AGENDA

Pages

1. APPROVAL OF AGENDA

2. ADOPTION OF MINUTES

M1	Cowichan Estuary Environmental Management Committee Meeting of March 19, 2015.	1 - 2
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3. BUSINESS ARISING FROM THE MINUTES

4. CORRESPONDENCE

DELEGATIONS

D1	Peter Fitzpatrick regarding revised site plan for application of stilt home rebuild at 1789 Cowichan Bay Road.
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5. REPORTS

R1	Development Permit application for 900 Khenipsen Road.	3 - 14
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6. NEW BUSINESS

7. UNFINISHED BUSINESS

UB1	Stilt home upgrading in Cowichan Bay Village.
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8. ADJOURNMENT

The next meeting of the CEEMC is TBA.

M1

Minutes of the Cowichan Estuary Environmental Management Committee Meeting held on Thursday, March 19, 2015 at 1:30 p.m. in the Cowichan Valley Regional District Board Room, 175 Ingram Street, Duncan, BC V9L 1N8

PRESENT

Ron Diederichs, Chair, Ministry of Forests, Lands & Natural Resource Operations
Lori Iannindaro, Director, Cowichan Valley Regional District
Ann Kjerulf, Cowichan Valley Regional District
Mark Harvey, Ministry of Forests, Lands & Natural Resource Operations
Tracy Fleming, Cowichan Tribes

OTHER

Laura Robertson, Cowichan Valley Regional District, Recording Secretary
Rodger Hunter, Cowichan Watershed Board

APPROVAL OF AGENDA

It was moved and seconded that the agenda be approved.

MOTION CARRIED

ADOPTION OF MINUTES

M1 **It was moved and seconded that the Minutes of the Cowichan Estuary Environmental Management Committee Meeting of February 17, 2015, be adopted.**

MOTION CARRIED

BUSINESS ARISING

BA1 Meeting invite, Rodger Hunter introduced what the Cowichan Watershed Board is and how it would be beneficial to work with the CEEMC. It is represented by various different committees and partnerships including the CVRD, Cowichan Tribes, one Federal Government and two Provincial Government nominees.

The Recording Secretary to distribute the minutes from each CEEMC meeting with Rodger Hunter, to share with the Watershed Board, and Round Table Stewardship.

CORRESPONDENCE

C1 Letter from Fisheries and Oceans Canada dated February 20, 2015 to Peter Fitzpatrick regarding implementation of mitigation measures to avoid and mitigate serious harm to fish. Received for information

DELEGATIONS

D1 The applicant Peter Fitzpatrick and Consultant Rob Waters, RP Bio. discussed their proposal for the stilt homes plan. Rob Waters reported that no significant eco system would be affected by shading, and mentioned the changes that have been made to the original submission.

Peter Fitzpatrick to provide a different proposal that looks carefully at the shading and the fill. He will then come back to Committee with more information.

NEXT MEETING The next meeting is TBA by the Chair.

ADJOURNMENT **It was moved and seconded that the meeting be adjourned.**

MOTION CARRIED

Meeting adjourned at 3:15 p.m.

Chairperson

Recording Secretary

Project Description

I am applying to build a 2,500 square foot home and a garage at 900 Khenipsen Road. This is a 2.7 acre ocean front parcel of land that is divided by Khenipsen Road.

The upper portion of the property is on the south face of Mt Tzouhalem. It is very steep and heavily treed. There has been no development or disturbance to this section of land.

The proposed location for my home is on the lower portion of the property. This section has an existing driveway, cabin, shed, septic field site and well. The majority of this section of land is designated DPA-3. The cabin, shed and septic field site are situated within the DPA. I would like to build my home on the existing cabin footprint, but set back further from the bank. This location would cause the least disturbance and minimize any damage to the natural environment. The septic field, which is situated on the upper boundary of the DPA was used by a neighbor before the property was subdivided. It has since been removed, but this location has been tested and is suitable for a future field. The environmentalist who has provided a report has assured me that this site will not have any significant impact on the DP area. I am proposing that the shed be removed and a garage be built between the DPA and Khenipsen Road. The driveway would be extended to provide access to the house.

Throughout the planning of this project, I have kept communication with North Cowichan Planning to ensure that I was aware of the guidelines and my responsibilities in protecting this area. I have consulted with and provided reports from the following:

- Ryzuk Geotechnical Engineering and Materials Testing
- Bastion Group Heritage Consultants with Diane Hinkley of Cowichan Tribes
- Aqua-Tex Scientific Consulting Ltd. – Environmental Assessment
- Vancouver Island Health Authority – Filing of sewage system
- Kenyon and Wilson – Topographic Plan
- David Coulson Design Ltd – Site plan

I have carefully read and discussed the above reports with the authors and I am prepared to see that their recommendations are followed to minimize damage to this area and to ensure that best practices are followed to support the Official Community Plan.

As indicated in the environmental report by Patrick Lucey, I have already been "an excellent steward of the land..." and I would like to continue to work with North Cowichan to ensure that this project moves forward in a manner that is respectful of the community and the environment.

Lorraine Adams

South-West (Water Front) View

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1. Title Plan, Legal & General Notes
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3. Second Floor & Roof Plans
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6. Sections
7. Topographic Plan
8. Garage Plans, Elevations & Section

900 Khenipsen Rd., Duncan, B.C., V9L 5L3
Lot A, Section 12, Range 5, Plan VIP 66217,
Cowichan District,
PID : 024-088-889
Municipality of North Cowichan, A3 Zone

scale 3/64" = 1' 0"

KHENIPSEN ROAD

Plan 10914 Sect. 1

Plan VIP 66217 Lot A

Plan VIP 66217 Lot B

COWICHAN BAY

THE INFORMATION SHOWN ON THIS SITE PLAN WAS PROVIDED BY THE OWNER
 AND IS NOT A GUARANTEE OF THE ACCURACY OF THE INFORMATION SHOWN

GENERAL NOTES
ALL WORK SHALL BE DONE IN ACCORDANCE WITH B.C. BUILDING CODES AND LOCAL CODES. FOUNDATION AND TRUSS DESIGN SHALL BE VERIFIED BY A QUALIFIED ENGINEER FOR COMPLIANCE WITH SITE REG.
DIMENSIONS AND NOTES SHALL TAKE PRECEDENCE OVER THE SCALING OR DRAWINGS.
WALL DIMENSIONS ARE TO THE EXTERIOR OF PLYWOOD SHEATHING UNLESS NOTED OTHERWISE.
LUMBER COMING IN CONTACT WITH CONCRETE OR MASONRY SHALL BE TREATED TO A MINIMUM OF 40 CCA.
LUMBER IN CONTINUOUS CONTACT WITH THE GROUND SHALL BE TREATED TO A MINIMUM OF 60 CCA.
ALL FRAMING LUMBER TO BE #2 OR BETTER OF OR EQUIVALENT, UNLESS NOTED OTHERWISE.
EXTRIOR AND INTERIOR MATERIALS AND FINISHES TO BE DETERMINED BY OWNER.

CONTRACTOR'S NOTE
CONTRACTOR SHALL VERIFY ALL CONDITIONS AND DIMENSIONS AT THE JOB SITE AND NOTIFY
"David Coulson Design Ltd." OF ANY DIMENSIONAL ERRORS, OMISSIONS OR DISCREPANCIES BEFORE BEGINNING OR
FABRICATING ANY WORK.

BUILDING PERFORMANCE
HEAT LOSS CALCULATIONS SHALL COMPLY WITH THE REQUIREMENTS OF REGIONAL AND LOCAL CODES.
PORCH AND DECK AREAS NOT INCLUDED IN LIVING AREA.
ALL EXHAUST FANS TO BE VENTED DIRECTLY TO THE EXTERIOR. ALL PENETRATIONS OF THE BUILDING ENVELOPE SHALL BE SEALED WITH CAULK OR FOAM.
ALL COMBUSTION APPLIANCES WILL BE VENTED DIRECTLY TO THE EXTERIOR.
FURNACE FIREBOX SHALL HAVE OUTSIDE COMBUSTION AIR SUPPLY AND BE VERIFIED BY A QUALIFIED ENGINEER PURSUANT TO COMPLIANCE AND PURSUANT TO REGIONAL AND LOCAL CODES.

TITLE SEARCH PRINT

2015-02-16, 15:40:00

Requestor: David Coulson

****CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN******Land Title District**

VICTORIA

Land Title Office

VICTORIA

Title Number

CA1715071

From Title Number

EX145609

Application Received

2010-08-31

Application Entered

2010-09-03

Registered Owner in Fee Simple

Registered Owner/Mailing Address:

LORRAINE MARIE ADAMS, AUTHOR
1145 KHENIPSEN ROAD
DUNCAN, BC
V9L 5L3**Taxation Authority**

MUNICIPALITY OF NORTH COWICHAN

Description of Land

Parcel Identifier:

024-088-889

Legal Description:

LOT A SECTION 12 RANGE 5 COWICHAN DISTRICT PLAN VIP66217

Legal NotationsHERETO IS ANNEXED EASEMENT 160479G OVER A 6 FOOT STRIP OF THE WEST 1/2
— OF SECTION 13, RANGE 5, COWICHAN DISTRICT —**Charges, Liens and Interests**

Nature:

EXCEPTIONS AND RESERVATIONS

Registration Number:

M76300

Registered Owner:

ESQUIMALT AND NANAIMO RAILWAY COMPANY

Remarks:

A.F.B. 9.693.7434A

DD 127673I

SECTION 172(3)

FOR ACTUAL DATE AND TIME OF REGISTRATION SEE
ORIGINAL GRANT FROM E & N RAILWAY COMPANY

TITLE SEARCH PRINT

2015-02-16, 15:40:00

Requestor: David Coulson

Nature:	EASEMENT
Registration Number:	202512G
Registration Date and Time:	1956-11-21 12:10
Remarks:	PART APPURTENANT TO WEST 1/2 OF SECTION 13, RANGE 5, COWICHAN DISTRICT, EXCEPT THAT PART IN PLAN 390 BL
Nature:	EASEMENT
Registration Number:	R103130
Registration Date and Time:	1986-11-24 11:38
Remarks:	PART INTER ALIA; APPURTENANT TO LOT 1, PLAN 43979
Nature:	EASEMENT
Registration Number:	R103131
Registration Date and Time:	1986-11-24 11:38
Remarks:	PART INTER ALIA; APPURTENANT TO LOT 2, PLAN 43979
Nature:	EASEMENT
Registration Number:	R103132
Registration Date and Time:	1986-11-24 11:38
Remarks:	PART INTER ALIA; APPURTENANT TO LOT 3, PLAN 43979
Nature:	STATUTORY RIGHT OF WAY
Registration Number:	EL81725
Registration Date and Time:	1997-07-14 14:22
Registered Owner:	BRITISH COLUMBIA HYDRO AND POWER AUTHORITY
Remarks:	INTER ALIA AS TO PART FORMERLY LOT 1, PLAN 7381
Nature:	STATUTORY RIGHT OF WAY
Registration Number:	EL81726
Registration Date and Time:	1997-07-14 14:22
Registered Owner:	BC TEL
Remarks:	INTER ALIA AS TO PART FORMERLY LOT 1, PLAN 7381
Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CA2856862
Registration Date and Time:	2012-11-06 11:02
Registered Owner:	BRITISH COLUMBIA HYDRO AND POWER AUTHORITY
Nature:	STATUTORY RIGHT OF WAY
Registration Number:	CA2856863
Registration Date and Time:	2012-11-06 11:02
Registered Owner:	TELUS COMMUNICATIONS INC.

TITLE SEARCH PRINT

2015-02-16, 15:40:00

Requestor: David Coulson

Nature:
Registration Number:
Registration Date and Time:
Registered Owner:
Remarks:

CERTIFICATE OF PENDING LITIGATION
FB467766
2013-04-17 15:02
THOMAS CHARLES WESTERN
INTER ALIA

Duplicate Indefeasible Title

NONE OUTSTANDING

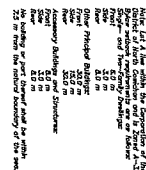
Transfers

NONE

Pending Applications

NONE

NUMBER OF		TIME		STRESS		STRESS OF	
TESTS	PERCENTAGE	PERCENTAGE	(%)	PERCENTAGE	PERCENTAGE	PERCENTAGE	PERCENTAGE
1	100	100	100	100	100	100	100
2	95	95	95	95	95	95	95
3	90	90	90	90	90	90	90
4	85	85	85	85	85	85	85
5	80	80	80	80	80	80	80
6	75	75	75	75	75	75	75
7	70	70	70	70	70	70	70
8	65	65	65	65	65	65	65
9	60	60	60	60	60	60	60
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13	40	40	40	40	40	40	40
14	35	35	35	35	35	35	35
15	30	30	30	30	30	30	30
16	25	25	25	25	25	25	25
17	20	20	20	20	20	20	20
18	15	15	15	15	15	15	15
19	10	10	10	10	10	10	10
20	5	5	5	5	5	5	5
21	0	0	0	0	0	0	0



CROSS-SECTION B-B
Horizontal Scale 1"=250'
Vertical Scale 1"=150'

CROSS-SECTION C-C
Horizontal Scale 1 : 250
Vertical Scale 1 : 150



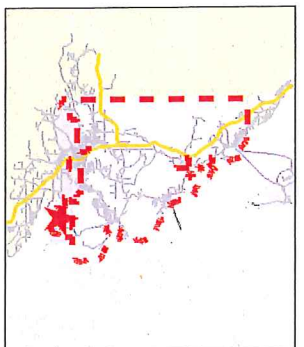
Design: Cezar E. Cristea / David Coulson	3/6/2015	Scale as shown	<div style="text-align: right;">SHEET</div> <div style="font-size: 48pt; text-align: center;">7</div>
Drawn: Cezar E. Cristea			
Technical & Structural *			
Verified: David Coulson			

900 Khenipsen Road



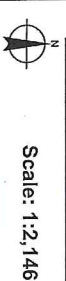
Map center: 454816, 5401192

This map is a user generated static output from an Internet mapping site and is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION.



Legend

- DNC Municipal Boundary
- Zoning (By-Law 2950 Boundary Line)
- OCP Urban Containment Boundary
- Water Feature - Coastline
- Water Access Locations
- Foreshore Lots
- OCP Growth Areas
- Tsusie Reserve IR No. 6
- Squaw-Hay-One Reserve IR No. 11
- Say-La-Quas Reserve IR No. 10
- Lake Cowichan Parcels
- Kuper Is IR No. 7 and Tent Island IR No. 8
- Halait Reserve IR No. 2
- Halait Island IR No. 1 (Willy Island)
- Cowichan Reserve IR No. 1
- CRD Parcels
- CVRD Rural Parcels
- Duncan Parcels
- Ladysmith
- Property
- DNC Parcels Address
- DNC Parcels Strata Lots



RYZUK GEOTECHNICAL

Engineering & Materials Testing

28 Crease Avenue, Victoria, BC, V8Z 1S3 Tel: 250-475-3131 Fax: 250-475-3611 www.ryzuk.com

April 22, 2014

File No: 6912-1

Ms. Lorraine Adams
1145 Khenipsen Road
Duncan, BC
V9L 5L3

Dear Ms. Adams,

Re: Proposed Single Family Residence
900 Khenipsen Road – Duncan, BC

As requested, we visited the above referenced site on April 8, 2014 to carry out a visual geotechnical assessment of the property proposed for development of a single family residence. We understand that the Municipality of North Cowichan requires this assessment as the property is designated as a Development Permit Area (Natural Environment DPA-3 and Hazard Lands DPA-4). Accordingly, we herein provide our associated comments and recommendations for the proposed development. Our work has been carried out in accordance with, and is subject to, the attached Terms of Engagement.

The site is located along the northern shoreline of Cowichan Bay, generally bounded by similar developed residential property to the north, east and west, and by the foreshore of Cowichan Bay to the south. The proposed development is limited to the southern portions of the site, below a shared access roadway which transects the property, extending southeast from Khenipsen Road.

The lower portion of the property is moderately sloping throughout at an inclination of between 20 and 30 degrees from horizontal, with intermittent benched areas. An existing cottage is located near the foreshore, set back a few meters from the crest of a steep slope above the beach. This slope is approximately 5 m in vertical measure, inclined sub-vertically within the lower 2.5 m and at about 40 degrees inclination in the upper 2.5 m. The portion of the property above the access road was noted to be sloped at approximately 25 degrees, steepening to around 35 degrees for several hundred meters above, where an existing residence is located within an adjoining property. We did not identify any significant source area of rock fall hazard (rock bluffs) up slope of the proposed building site within this location of Mount Tzuhalem, however, several large boulders were noted to be present within the general area. The site is variably vegetated with mature/sub-mature conifers, sporadic deciduous species and low ground cover.

Pervasively jointed meta-sedimentary bedrock is exposed along the shoreline and observable in roadway cuts in the central areas and the ground surface is strewn with cobbles/boulders. We expect that the bedrock would be relatively shallow, overlain by colluvial soils as well as localized pockets of glacial till.

The proposed residence is located in the same general area as the existing habitable cottage. We consider that the foundations for the new residence will be installed such that they fall below / behind a 45 degree projection plane extending upwards from the toe of the bedrock controlled slope adjacent to the foreshore. The proposed development of the site would also include a garage structure within the eastern area, as well as a possible turnaround area flanked by a suitably designed retaining wall.

Ms. Lorraine Adams
900 Khénipsen Road – Duncan, BC

April 22, 2014

We carried out rock fall analysis to determine if the site is at risk of hazard due to mobilization of boulders which may be present within the upslope areas, being generally limited to source areas of low relief. The modeling suggests that in the event that a boulder were to mobilize within the upslope area as a result of seismic ground motions, the surficial conditions and benched topography of the slope section would prevent such from reaching the proposed building site.

To ensure stability in the long term, as well as during seismic loading, we recommend that the foundations for the residence bear directly atop the cleaned intact/fractured in-place bedrock surface. Localized pinning of the foundation may also be necessary, as dictated by the specific conditions exposed at the time of construction. The garage foundations, and possible retaining wall base, could likely be supported by dense in situ native soils if present, pending review at the time of exposure. Foundations bearing directly atop clean intact bedrock can assume an allowable bearing capacity of 1000 kPa. A design bearing capacity of 150 kPa is recommended for dense native soils if present.

Collected storm water should be directed to an appropriate discharge area where bedrock is exposed or possibly within a suitable rocky surfaced area away from structures. We perceive the site to be generally at a low risk of sediment production due to erosion during construction, however, localized silt control may be required to arrest any fines ingress to the foreshore area. Finished soil slopes should be shaped at 2H:1V and adequately vegetated to a similar quality as the pre-existing conditions.

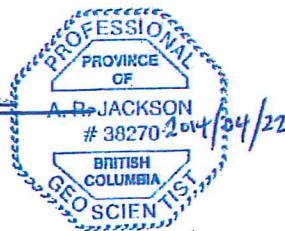
From a geotechnical perspective, we consider that the proposed development would be feasible provided that such is carried out with professional oversight. As such, we consider that the land may be safely used for the use intended for development of a single family residence, pursuant to Section 56 of the Community Charter. Our assessment considers a design seismic event with a 2% probability of exceedence in 50 years and assumes the Tsunami inundation zone within the area to be lower than 4 m above the high water mark (similar to that recommended for the Saanich Peninsula).

We trust that the preceding is suitable for your purposes at present. Please don't hesitate to contact our office if we can be of further assistance.

Yours truly,
Ryzuk Geotechnical

Andrew Jackson, P.Geo.
Geoscientist

Attachment – Terms of Engagement



TERMS OF ENGAGEMENT

GENERAL

Ryzuk Geotechnical (the Consultant) shall render the Services, as specified in the agreed Scope of Services, to the Client for this Project in accordance with the following terms of engagement. The Services, and any other associated documents, records or data, shall be carried out and/or prepared in accordance with generally accepted engineering practices in the location where the Services were performed. No other warranty, expressed or implied is made. The Consultant may, at its discretion and at any stage, engage sub-consultants to perform all or any part of the Services.

Ryzuk Geotechnical is a wholly owned subsidiary of C. N. Ryzuk & Associates Ltd.

COMPENSATION

All charges will be payable in Canadian Dollars. Invoices will be due and payable by the Client on receipt of the invoice without hold back. Interest on overdue accounts is 24% per annum.

REPRESENTATIVES

Each party shall designate a representative who is authorized to act on behalf of that party and receive notices under this Agreement.

TERMINATION

Either party may terminate this engagement without cause upon thirty (30) days' notice in writing. On termination by either party under this paragraph, the Client shall forthwith pay to the Consultant its Charges for the Services performed, including all expenses and other charges incurred by the Consultant for this Project.

If either party breaches this engagement, the non-defaulting party may terminate this engagement after giving seven (7) days' notice to remedy the breach. On termination by the Consultant under this paragraph, the Client shall forthwith pay to the Consultant its Charges for the Services performed to the date of termination, including all fees and charges for this Project.

ENVIRONMENTAL

The Consultant's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater. The Consultant will cooperate with the Client's environmental consultant during the field work phase of the investigation.

PROFESSIONAL RESPONSIBILITY

In performing the Services, the Consultant will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the Services contemplated in this engagement at the time when and the location in which the Services were performed.

INSURANCE

Ryzuk Geotechnical is covered by Professional Indemnity Insurance as follows:

1. \$ 2,000,000 each and every claim
2. \$ 4,000,000 aggregate
3. \$ 5,000,000 commercial/general liability coverage

LIMITATION OF LIABILITY

The Consultant shall not be responsible for:

1. the failure of a contractor, retained by the Client, to perform the work required for the Project in accordance with the applicable contract documents;
2. the design of or defects in equipment supplied or provided by the Client for incorporation into the Project;
3. any cross-contamination resulting from subsurface investigations;
4. any Project decisions made by the Client if the decisions were made without the advice of the Consultant or contrary to or inconsistent with the Consultant's advice;
5. any consequential loss, injury or damages suffered by the Client, including but not limited to loss of use, earnings and business interruption;
6. the unauthorized distribution of any confidential document or report prepared by or on behalf of the consultant for the exclusive use of the Client
7. Subsurface structures and utilities

The Consultant will make all reasonable efforts prior to and during subsurface site investigations to minimize the risk of damaging any subsurface utilities/mains. If, in the unlikely event that damage is incurred where utilities were unmarked and/or undetected, the Consultant will not be held responsible for damages to the site or surrounding areas, utilities/mains or drilling equipment or the cost of any repairs.

The total amount of all claims the Client may have against the Consultant or any present or former partner, executive officer, director, stockholder or employee thereof under this engagement, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the amount of any professional liability insurance the Consultant may have available for such claims.

No claim may be brought against the Consultant in contract or tort more than two (2) years after the date of discovery of such defect.

DOCUMENTS AND REPORTING

All of the documents prepared by the Consultant or on behalf of the Consultant in connection with the Project are instruments of service for the execution of the Project. The Consultant retains the property and copyright in these documents, whether the Project is executed or not. These documents may not be used on any other project without the prior written agreement of the Consultant.

The documents have been prepared specifically for the Project, and are applicable only in the case where there has been no physical alteration to, or deviation from any of the information provided to the Consultant by the Client or agents of the Client. The Client may, in light of such alterations or deviations, request that the Consultant review and revise these documents.

The identification and classification as to the extent, properties or type of soils or other materials at the Project site has been based upon investigation and interpretation consistent with the accepted standard of care in the engineering consulting practice in the location where the Services were performed. Due to the nature of geotechnical engineering, there is an inherent risk that some conditions will not be detected at the Project site, and that actual subsurface conditions may vary considerably from investigation points. The Client must be aware of, and accept this risk, as must any other party making use of any documents prepared by the Consultant regarding the Project.

Any conclusions and recommendations provided within any document prepared by the Consultant for the Client has been based on the investigative information undertaken by the Consultant, and any additional information provided to the Consultant by the Client or agents of the Client. The Consultant accepts no responsibility for any associated deficiency or inaccuracy as the result of a miss-statement or receipt of fraudulent information.

JOBSITE SAFETY AND CONTROL

The Client acknowledges that control of the jobsite lies solely with the Client, his agents or contractors. The presence of the Consultant's personnel on the site does not relieve the Client, his agents or contractors from their responsibilities for site safety. Accordingly, the Client must endeavor to inform the Consultant of all hazardous or otherwise dangerous conditions at the Project site of which the Client is aware.

The client must acknowledge that during the course of a geotechnical investigation, it is possible that a previously unknown hazard may be discovered. In this event, the Client recognizes that such a hazard may result in the necessity to undertake procedures which ensure the safety and protection of personnel and/or the environment. The Client shall be responsible for payment of any additional expenses incurred as a result of such discoveries, and recognizes that under certain circumstances, discovery of hazardous conditions or elements requires that regulatory agencies must be informed. The Client shall not bring about any action or dispute against the Consultant as a result of such notification.

FIELD SERVICES

Where applicable, field services recommended for the Project are the minimum necessary, in the sole discretion of the Consultant, to observe whether the work or a contractor retained by the Client is being carried out in general conformity with the intent of the Services. Any reduction from the level of services recommended will result in the Consultant providing qualified certifications for the work.

DISPUTE RESOLUTION

If requested in writing by either the Client or the Consultant, the Client and the Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, the dispute shall be referred to and finally resolved by arbitration under the rules of the arbitrator appointed by agreement of the parties or by reference to a Judge of the British Columbia Court.